



BRYCE YOKOMIZO
Director

County of Los Angeles DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



May 31, 2005

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

RECOMMENDATION TO APPROVE AN AMENDMENT WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR THE CONTINUATION OF SERVICES TO HOMELESS CalWORKs FAMILIES (ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of the Department of Public Social Services (DPSS), to execute an amendment substantially similar to Attachment A, to extend the existing contract with the Los Angeles Homeless Services Authority (LAHSA) for three months, beginning July 1, 2005 through September 30, 2005, to continue providing outreach, emergency shelter, and services to homeless CalWORKs families. The estimated amount for the extension is \$750,000, fully funded by CalWORKs Single Allocation. There is no additional net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract for these services expires June 30, 2005. On January 11, 2005, your Board delegated authority to the DPSS Director to amend Contract Number 75159 with LAHSA to increase the contract amount by no more than \$1,560,000 for the period of January 11, 2005 through June 30, 2005, for outreach, emergency shelter, and services for homeless CalWORKs families to be allocated by Supervisorial District based on CalWORKs caseload density.

At this time, it is uncertain whether there will be sufficient CalWORKs Single Allocation funding available in FY 05-06 to continue some or all of this funding. Once the FY 05-06 State Budget is adopted and we know our CalWORKs Single Allocation, it will be possible to assess the availability of funding, in the context of the level of funding utilized this year.

In the interim, we intend to sustain funding through the first quarter of FY 05-06, allocating \$750,000 of next year's CalWORKs Single Allocation to fund outreach, emergency shelter, and services for homeless CalWORKs families through September 30, 2005.

Without approval of the recommended actions, the existing outreach, emergency shelter, and services to homeless CalWORKs families will end June 30, 2005.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well being; safety and survival; social and emotional well-being; and education/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum amount of the contract amendment is estimated at \$750,000, of which \$60,000 is for administrative costs and \$690,000 is for direct services, including the Skid Row Outreach Team. The cost of the amendment will be fully funded with CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met.

The amendment allows LAHSA to request an advance payment to cover both administrative and direct service costs, not to exceed \$250,000. The amendment will be in compliance with State regulations that require the contractor to reimburse the County for advances prior to the end of the current contract term and to return to the County any interest earned on these advances. As this advance will not result in long-term receivables that will be outstanding over one year, they will not have a negative budgetary impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LAHSA subcontracts with community agencies countywide to provide emergency shelter to homeless CalWORKs families. The families must be aided on CalWORKs, and the adults on the case must be aided/time-limited, and employed or participating in Welfare-to-Work activities (to qualify for Single Allocation funding).

LAHSA has also teamed with staff from the Department of Children and Family Services (DCFS) and Department of Mental Health (DMH), to seek out homeless families in Skid Row and connect them to available benefits and services. LAHSA also provides additional services to the homeless families including, transportation, emergency shelter, transitional housing, crisis intervention referrals, emergency supplies (diapers, hygiene products, infant items, clothing), and permanent housing resources.

This contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contract includes a provision that allows automatic termination in the event sufficient funds are not available. LAHSA's performance will be monitored to ensure that its quality of service continues to meet the contract requirements that were achieved in the previous contract. The contract includes provisions for performance standards/outcome measures.

The amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

There are no additional requirements for the amendment since it extends an existing Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project and this contract will place homeless CalWORKs families in emergency shelter and provide them with access to public benefits, including services provided by DPSS and the Departments of Children and Family Services and Mental Health. The contract will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

Honorable Board of Supervisors
May 31, 2005
Page 4

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo, Director

BY:bf

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Draft

**AMENDMENT NUMBER TWO TO THE CONTRACT BETWEEN
COUNTY OF LOS ANGELES AND
LOS ANGELES HOMELESS SERVICES AUTHORITY**

Reference is made to the document entitled, "*Contract By and between County of Los Angeles and Los Angeles Homeless Services Authority*", dated December 14, 2004, and further identified as County Contract Number 75159, Amendment One, dated March 7, 2005, hereinafter referred to as "Agreement".

WHEREAS, COUNTY and CONTRACTOR desire to amend the terms of Agreement to extend the term and change the maximum obligation.

WHEREAS, on _____, 2005, the County's Board of Supervisors delegated authority to the Director to amend the Agreement with the CONTRACTOR to extend the term from July 1, 2005 to September 30, 2005, to continue providing outreach, emergency shelter, and services to homeless CalWORKs families, at an additional Agreement amount of \$750,000.

Effective July 1, 2005, this Agreement is amended to read as follows:

- A. Section III., TERM OF CONTRACT, third paragraph, is amended to read as follows:

Subject to termination provisions set forth herein, the Agreement shall be effective December 15, 2004, or the day following Board award, and shall continue through September 30, 2005.

- B. Section V., CONTRACT PAYMENT, first paragraph, is amended to read as follows:

The maximum amount of the Agreement is three million four hundred sixty-one thousand one hundred nineteen dollars (\$3,461,119), as follows:

a. 12/15/04-6/30/05	Homeless CalWORKs Families Projects	\$1,151,119
b. 01/11/05-6/30/05	Outreach, Emergency Shelter and Services	\$1,560,000
c. 07/01/05-9/30/05	Outreach, Emergency Shelter and Services	\$ 750,000

- C. Section V., CONTRACT PAYMENT, is amended to add the following subsections:

4. The maximum amount of seven hundred fifty thousand dollars (\$750,000) for outreach, emergency shelter and services, for the period of July 1, 2005 through September 30, 2005, shall be allocated to Supervisorial Districts based on the distribution of the CalWORKs caseload as follows:

1 st District	24%	\$158,400 for emergency shelter and services and \$30,000 for outreach
2 nd District	36%	\$237,600 for emergency shelter and services
3 rd District	11%	\$72,600 for emergency shelter and services

4 th District	16%	\$105,600 for emergency shelter and services
5 th District	13%	\$85,800 for emergency shelter and services

4.1 CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with the COUNTY's approval, reallocate funds among each of the major cost categories listed in Attachment B-2, Los Angeles Homeless Services Authority Budget Outreach, Emergency Shelter and Services, not to exceed the total Agreement amount. CONTRACTOR shall submit a revised Budget with the request.

4.2 From July 1, 2005 through September 30, 2005, COUNTY shall reimburse CONTRACTOR's actual costs in arrears, for administration, outreach, emergency shelter, and services, at an amount not to exceed seven hundred fifty thousand dollars (\$750,000). Of this amount, CONTRACTOR will use up to sixty thousand dollars (\$60,000) for administrative costs and six hundred ninety thousand dollars (\$690,000) to pay for direct services. CONTRACTOR'S total expenses for program administration and direct services shall not exceed seven hundred fifty thousand dollars (\$750,000). COUNTY shall pay the CONTRACTOR for services provided under this Agreement for actual costs incurred by CONTRACTOR as shown in Attachment B-2, Los Angeles Homeless Services Authority Budget Outreach, Emergency Shelter and Services.

D. Section VI., INVOICING , Item 8., is amended to read as follows:

8. For outreach, emergency shelter and services from January 11, 2005 through September 30, 2005:

E. Section VI., INVOICING, Item 8.5 is amended to add the following subsection:

8.5.1 The final invoice shall be due no later than October 15, 2005. COUNTY shall not be liable for final invoice received more than twenty (20) calendar days following final invoice due date.

F. Section VI., ADVANCES AND SETTLEMENTS, is amended to add the following subsections:

6. Outreach, Emergency Shelter and Services

6.1 CONTRACTOR shall submit an invoice for an advance payment not to exceed one-third of the Agreement amount of seven hundred fifty thousand dollars (\$750,000), for outreach, emergency shelter and services, for the period of July 1, 2005 through September 30, 2005. COUNTY shall provide CONTRACTOR with advance funds for both operational/administrative services and payments in an amount not to exceed two hundred fifty thousand dollars (\$250,000).

6.2 COUNTY shall process the invoices, reconcile the advances and provide CONTRACTOR with funds to replenish the advance payment in order to ensure that the funds maintained on hand are equivalent to two hundred fifty thousand dollars (\$250,000), for the period of July 1, 2005 through September 30, 2005. The last advance payment request shall be made on the August 20, 2005 invoice.

6.3 COUNTY shall recoup all advances by September 30, 2005, by offsetting the advances from the CONTRACTOR's invoices. COUNTY shall provide CONTRACTOR with a notice of the recovery process providing the details of the recovery and the dates that all invoices must be submitted. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) calendar days of the final determination by COUNTY of the amount of the payment.

6.3.1 Contractor shall return to the County any interest earned on advanced funds.

6.4 At the end of the Agreement, COUNTY shall recoup all advances by offsetting the advances from CONTRACTOR's final two months services' invoices. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within thirty (30) calendar days of the final determination by COUNTY of the amount of payment.

G. Attachment B-2, Los Angeles Homeless Services Authority Budget for Outreach, Emergency Shelter and Services attached hereto shall be incorporated herein to Agreement #75159 by reference.

H. All other terms and conditions of this Agreement shall remain in full force and effect.

COUNTY AGREEMENT 75159 AMENDMENT NUMBER TWO

In witness whereof, the parties hereto have caused this Amendment Number Two to be executed on this _____ day of _____ 2005.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES

Bryce Yokomizo, Director

Date

Mitchell Netburn, Executive Director
Los Angeles Homeless Services Authority
215 West 6th Street - 8th Floor
Los Angeles, CA 90013

Date

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Raymond G. Fortner, Jr.
County Counsel

By _____
Deputy County Counsel

Date

**LOS ANGELES HOMELESS SERVICES AUTHORITY
BUDGET FOR OUTREACH, EMERGENCY SHELTER AND SERVICES**

JULY 1, 2005 THROUGH SEPTEMBER 30, 2005

Draft

Administrative Costs	\$ 60,000.00
Outreach Team	\$ 30,000.00
Emergency Shelter, Services & Vouchers	\$ 660,000.00
TOTAL CONTRACT COSTS	<u>\$ 750,000.00</u>